

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1		
2. AMENDMENT/MODIFICATION NO.: 0002		3. EFFECTIVE DATE 21 SEP 04		4. REQUISITION/PURCHASE REQ. NO. W81W3G-4218-2914		PROJECT NO. (If applicable)	
6. ISSUED BY USAED-Baltimore District Contracting Division, Civil P.O. Box 1715 Baltimore MD 21203-1715		CODE W912DR		ADMINISTERED BY:		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)		9A. AMENDMENT OF SOLICITATION NO. W912DR-04-R-0071	
				X		9B. DATED (SEE ITEM 11) 10 SEP 04	
						10A. MODIFICATION OF CONTRACT/ ORDER NO.	
						10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

<input checked="" type="checkbox"/>	The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ___ is extended <u>X</u> is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ 1 ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.	

12. ACCOUNTING AND APPROPRIATION DATA (If required)	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER No. ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR43.103(b)
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ___ is not, ___ is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

FACILITY MANAGEMENT, OPERATION & MAINTENANCE SERVICES IN SUPPORT OF THE ARCHITECT OF THE CAPITOL (AOC), LIBRARY OF CONGRESS (LOC), NATIONAL AUDIO VISUAL CONSERVATION CENTER (NAVCC), CULPEPER, VIRGINIA

1. Section E - Inspection and Acceptance: Insert the attached Clause 52.246-12, entitled "Inspection of Construction" in its entirety into Section E of the solicitation. This clause is relevant to the design/build work requirement under this RFP.

2. Section E - Inspection and Acceptance: Insert the attached Clause 52.246-21, entitled "Warranty of Construction" in its entirety into Section E of the solicitation. This clause is relevant to the design/build work requirement under this RFP.

3. Section G - Contract Administration Data: Delete local clause section entitled "Ordering Procedures" in its entirety from the solicitation.

4. Section L - Instructions, Conditions and Notices to Bidders: Insert the attached "Proposal Submittal Instructions" in its entirety into Section L of the solicitation.

Attachments: Clause 52.246-12, Clause 52.246-21 and Proposal Submittal Instructions

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY _____ (signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	

52.246-12 -- Inspection of Construction

Inspection of Construction (Aug. 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not --
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may --
 - (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
 - (2) Terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of Clause)

52.246-21 -- Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.
- (b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.
- (c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of --
- (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defect of equipment, material, workmanship, or design furnished.
- (d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.
- (e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- (f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall --
- (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
 - (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.
- (h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- (i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.
- (j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of Clause)

PROPOSAL SUBMITTAL INSTRUCTIONS

1. PROPOSAL SUBMITTAL INSTRUCTIONS

1.1 GENERAL

In response to the solicitation the offerors are required to submit technical and cost proposals in accordance with the instructions herein. It is the intent of the solicitation to seek proposals from qualified offerors with experience and excellent performance ratings. The successful offeror will be selected based on the "Best Over-all Value to the Government". Proposals will be evaluated on their own merit based upon the criteria factors listed herein, which are described in descending order of importance and when combined are significantly more important than cost or price.

1.2 SOURCE SELECTION

This source selection may result in an award being made to a higher rated, higher priced offeror where the decision is consistent with the evaluation factors and where it is deemed by the Source Selection Authority that the technical superiority, overall business approach, and/or the past performance of the higher priced offer outweighs the benefits of any price difference. The Source Selection Authority, using sound business judgement, will base the source selection decision on a trade-off analysis of the proposals submitted in response to this solicitation in accordance with the evaluation factors established for this solicitation.

1.3 FORMAT

Each offeror is required to submit its proposal consisting of the following volumes:

- | | | |
|------------|---|---|
| Volume I | - | Technical Proposal (4 copies plus original) |
| Volume II | - | Cost Proposal (1 copy plus original) Which includes the Schedule B and the Work Order Price List, Attachment J.15 |
| Volume III | - | Subcontracting Plan: (1 copy plus original) |

All proposal materials shall be submitted in binders with a table of contents and tabbed section dividers. The sections shall parallel the submission requirements identified below.

1.4 ENVELOPES/BOXES

Proposal submission envelopes and/or boxes shall be properly identified with the following information:

Date of Opening: _____

Time of Opening: _____

Request for Proposal No. W912DR-04-R-0071

1.5 PAGE LIMITS

The following page limits shall apply. These limits do not include title sheets, indices, tables of content, schedules, or cover sheets:

Volume I	-	Technical Proposal: One Hundred (100) pages maximum
Volume II	-	Cost/Price Proposal (Section B, Attachment J.15 and Section K)
Volume III	-	Subcontracting Plan

A page printed on both sides will be counted as two (2) pages. Pages containing text shall be submitted on 8½" x 11" paper. Each page shall be minimally single spaced with a minimum twelve (12) point font and one (1) inch margins all around. Drawings or other graphics shall be reduced only to the extent legibility is not lost.

1.6 SUBMITTAL OF PROPOSAL

Offerors shall submit their proposals to the following address no later than the time and date specified on the Standard Form 33, Block 9:

US Army Corps of Engineers-Baltimore
ATTN: CENAB-CT-A (T. Quick)
10 S. Howard Street, Room 7000
Baltimore, MD 21201

2. EVALUATION PROCESS

2.1 PROPOSAL COMPLIANCE REVIEW

This review will assure that all required forms and certifications are complete and that the technical and price proposals have been received. The evaluation of proposal shall be conducted in strict confidence in accordance with FAR Subpart 15.3, Source Selection.

2.2 TECHNICAL PROPOSAL EVALUATION

Volume I shall be reviewed, evaluated and rated by a Technical Evaluation Committee (TEC) established by the Source Selection Authority (SSA). Evaluation will be based solely on the evaluation factors identified below. Offerors submitting proposals for this project should limit submission to data essential for evaluation of proposals. However, in order to be effectively and equitably evaluated the proposals must include information sufficiently detailed to clearly describe the offeror capabilities to successfully complete the project.

Requirements stated in this Request for Proposal (RFP) are minimums, unless otherwise stated. Incomplete proposals or failure to submit all data indicated below might result in a lower rating, and/or be cause for determining a proposal to be incomplete and therefore not considered for subsequent award. Technical proposals will be evaluated based upon the following factors. The factors will be rated as a whole inclusive of the information contained in the subfactors. The subfactors will not be individually rated. The factors and the related subfactors are listed in descending order of importance and when combined are significantly more important than cost.

Factor 1 - Technical Approach:

- Subfactor 1.1 - Facilities Management
- Subfactor 1.2 - Operations and Maintenance
- Subfactor 1.3 - Landscaping, Grounds and Plant Maintenance
- Subfactor 1.4 - Snow Removal
- Subfactor 1.5 - Small Project Work

Factor 2 - Corporate Experience:

- Subfactor 2.1 - Similar Project Experience
- Subfactor 2.2 - Long Term Relationships
- Subfactor 2.3 - Support Infrastructure
- Subfactor 2.4 - Project Schedule and Budget

Factor 3 - Organization & Key Personnel:

- Subfactor 3.1 - Project Organization and Management
- Subfactor 3.2 - Staffing Plan
- Subfactor 3.3 - Key Personnel Resumes
- Subfactor 3.4 - Subcontracting Management Plan

Factor 4 - Safety Performance:

- Subfactor 4.1 - Safety Record
- Subfactor 4.2 - Corporate Safety Plan
- Subfactor 4.3 - Project Safety Plan

Factor 5 - Past Performance (Entire Team to include Major Subcontractors)

- Subfactor 5.1 - Conforming to Contract Requirements
- Subfactor 5.2 - Quality of Work
- Subfactor 5.3 - Cost Performance
- Subfactor 5.4 - Schedule Performance
- Subfactor 5.5 - Customer Satisfaction

2.3 PRICE PROPOSAL EVALUATION

Volume II will be evaluated by a Cost Evaluation Committee (CEC) established by the Source Selection Authority (SSA). Proposal shall be evaluated utilizing price analysis techniques.

Prices in an offeror's proposal are required to be reasonable for the work to be performed and consistent with relevant elements of the technical proposals. The Government will evaluate price proposals separately and simultaneous to the technical proposal evaluation. Price will not be scored.

2.4 SUBCONTRACTING PLAN EVALUATION

Volume III shall be reviewed by the Subcontracting Evaluation Committee (SEC) established by the Source Selection Authority (SSA). The committee will evaluate the subcontracting plans submitted for compliance in accordance with FAR 19.7. To be considered for award, Large Businesses must submit an acceptable subcontracting plan. Failure of a Large Business to submit and negotiate an acceptable Subcontracting Plan shall make the offer ineligible for award of a contract.

2.5 TRADE-OFF ANALYSIS

After all above evaluations are complete, the Source Selection Evaluation Board (SSEB) and the Source Selection Authority (SSA) will then consider all factors to determine which offeror has the proposal that represents the Best Value to the Government. The Government intends to award a contract to the offeror offering the most advantageous proposal to the Government considering that all the Technical Evaluation Factors when combined are significantly more important than cost or price.

2.6 MISCELLANEOUS

The Government reserves the right to reject any or all proposals at any time prior to award, to negotiate with offerors in the competitive range and to award a contract to the offeror with the most advantageous proposal.

Offerors are advised that it is the intent of the Government that an award will be made without discussions. However, the Government reserves the right to hold discussions if it determines that discussions are necessary. Therefore, proposals should be submitted on the most favorable terms that the offeror could submit to the Government. Do NOT assume you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

3. SUBMISSION CRITERIA FOR VOLUME I - TECHNICAL PROPOSAL

For the purposes of evaluation, the Contractor shall assume that award will be made for all contract line items indicated on the Schedule B on or about 12 November 2004. Completion of all work indicated in Section C (DESCRIPTION/SPECIFICATIONS/WORK STATEMENT) shall be completed twelve (12) months following the notice to proceed.

The Technical Proposal shall be organized in accordance with the format shown here and will include the information specified under each factor and subfactor in the following paragraphs.

3.1 Factor 1 - Technical Approach

Offeror shall discuss in outline form, with brief narratives, the processes they would use in the implementation of this project with the phased construction indicated in the statement of work. The outline shall include specific tasks and other items the firm deems critical to their technical approach as it relates to each sub-factor. At a minimum, the technical approach must demonstrate an understanding of the range of work and describe the general processes the firm will use to accomplish the tasks identified in the scope of work including which tasks will be accomplished by subcontractors.

3.1.1 Subfactor 1.1 - Facilities Management

Describe your team's ability to perform facilities management for a facility of the size, scope and complexity of the NAVCC site to include: 24 hours/7days a week facility maintenance operations, work order management and maintenance planning implementation using Facility Center Version 8.3 CAFM software, document control, MicroStation CAD support, subcontractor management, emergency operations, customer relations, quality control and continuous improvement process.

3.1.2 Subfactor 1.2 - Operations and Maintenance

Describe your team's ability to perform operations and maintenance for a facility of the size, scope and complexity of the NAVCC site to include: building and site systems commissioning; preventative, predictive and corrective maintenance planning, scheduling and execution; building systems operations, monitoring and controlling; testing requirements; indoor air quality; the waterworks; and regulatory reporting.

3.1.3 Subfactor 1.3 - Landscaping, Grounds and Plant Maintenance

Describe your team's ability to perform landscaping, grounds and plant maintenance for a facility of the size, scope and complexity of the NAVCC site to include: lawn mowing; turf, plant, shrub and tree maintenance; bed and decorative landscaping structures maintenance; and debris clearing.

3.1.4 Subfactor 1.4 - Snow Removal

Describe your team's ability to perform snow removal for a facility of the size, scope and complexity of the NAVCC site to include: snow and ice removal for roads, parking areas, sidewalks and landings; surface treatments; and snow stockpiling.

3.1.5 Subfactor 1.5 - Design-Build Projects

Describe your team's ability to perform design-build project work for a facility of the

size, scope and complexity of the NAVCC site to include: scoping; planning; estimating; design; scheduling; construction; and construction management services.

3.2 Factor 2 - Corporate Experience

The Contractor shall provide brief descriptions of all current or recently completed contracts performed by the offeror, and any proposed major subcontractor, from within the past ten (10) years. In addition, provide detailed descriptions of successfully managed contracts for at least three (3) and no more than six (6) comparable projects that have been performed within the past five (5) years by the offeror. (Note: Major subcontractors are defined as subcontractors predominately responsible for performing the characteristics listed below.) Comparable projects are those, which are similar in size, scope and complexity to the work contemplated by this solicitation, and which involve most of the following characteristics:

- Experience in facility management for a 24/7 operation-utilizing computer aided facilities management (CAFM) software.
- Experience performing operations and maintenance for a BOMA Class A building with similar systems to include preventative, predictive and corrective maintenance and operational control utilizing a building automated system.
- Experience with landscaping and grounds maintenance.
- Experience with snow removal operations.
- Experience with providing on-going design and construction support to include planning, estimating project cost, and recommending appropriate architectural or engineering solutions to facility problems identified.

Each project profiled shall include at a minimum the following information:

- (a) project identification & location
- (b) contracting agency/owner identification and address
- (c) date of award & completion date(s)
- (d) contract award amount/final amount & description of any differences between the award amount and the final amount
- (e) key personnel/subcontractors involved
- (f) brief description of the project
- (g) point of contact at agency/owner with phone number

3.2.1 Subfactor 2.1 - Similar Project Experience

Demonstrates expertise and successful completion of facilities management, operations and maintenance for large campuses (over 200,000 square feet in multiple buildings) with responsibilities for the items outlined in the scope of work. Similar project experience can be work completed under the direction of the offeror by in-house forces, subcontractors, or partners. The project profile should clearly state the role of each

participant (by company) and their responsibilities.

3.2.2 Subfactor 2.2 - Long Term Relationships

Profiled projects demonstrate that the offeror has been successful in establishing and maintaining long term relationships to include: customers, suppliers, subcontractors and partners. Higher ratings will be given to offerors who demonstrates the ability to establish long term relationships and propose a project team that has worked together successfully in the past.

3.2.3 Subfactor 2.3 - Support Infrastructure

Proposal should demonstrates that the Offeror possesses the necessary infrastructure at the corporate level to insure successful project startup and continuing operations to include: corporate sponsorship for executive oversight; program management; human resources; accounting/budget; project management; planning; design support; facilities engineering; operations and maintenance, environmental management; information technology, safety; and supplier/subcontractor management.

3.2.4 Subfactor 2.4 - Project Schedule and Budget

Proposal should demonstrate that the offeror has a consistent track record of completing similar projects on schedule and within budget. Specific corporate wide metrics should be included in the proposal as evidence of consistent performance. If profiled projects experienced schedule or budget problems, the offeror should discuss the reasons for them and what was done to address the issues.

3.3 Factor 3 - Organization and Key Personnel

3.3.1 Subfactor 3.1 - Project Organization and Management

Provide an executive summary of your team's project management plan with a proposed organizational chart. The plan should reflect key management functions and managerial authority for the project team and any major subcontractors, suppliers or partners. At a minimum, key functions of staffing, subcontracting and financial relationships should be identified. Provide sufficient information to determine accountability and resource commitments to the project on the part of the Offeror and any major subcontractor and how those commitments will be monitored and guaranteed by the Offeror. The plan should also identify a corporate sponsor and their plan for managing the customer relationship.

3.3.2 Subfactor 3.2 - Staffing Plan

Provide your list of proposed project team members, both in-house and major

subcontractor, with any professional registration or certification they possess and identify their intended roles on this project. Specifically identify the Corporate Sponsor, On-site Program Manager, Chief Engineer, Lead HVAC Technician, Electrical/Instrumentation & Controls Technician, CAFM Technician/Work Order Planner, CAD Technician, Small Project Work Manager, Construction Manager, and Construction Foreman. Identify corporate support staff and affiliated consultants for specialty areas. Provide a detailed narrative describing the qualifications of these individuals and any major subcontractors as they relate to intended roles on this project. Where specific staff cannot be identified by name, indicate the technical specialty and the number of personnel proposed.

3.3.3 Subfactor 3.3 - Key Personnel Resumes

Provide evidence that proposed key personnel (as defined by the statement of work and listed in subfactor 3.3.2) are well qualified in their areas of expertise and meet all qualifications outlined in the statement of work. Resumes' furnished must include: a detailed work history with job title, project responsibilities and accomplishments; dates assigned to the project; relevant education and training accomplishments; licensing and certifications; and client points of contact with phone numbers. Resumes' of key personnel that are proposed for this project, along with the corporate sponsor, are required for inclusion with the offeror's response.

3.3.4 Subfactor 3.4 - Subcontracting Management Plan

If the offeror plans to use subcontractors, subconsultants, or a strategic partner to accomplish this work, describe how the team will function as one unit and performance, schedule and budget will be monitored and controlled to insure that all project deliverables will be met in accordance with contract requirements. The plan should also address assignment of responsibilities, any delegation of authority required and specific action the offeror will take if subcontractor performance appears to be out of conformance with contract requirements or starts to decline.

3.4 Factor 4 - Safety Performance

3.4.1 Subfactor 4.1 - Safety Record

The offeror shall submit occupational injury/occupational illness safety performance information to include: restricted cases; restricted workdays; lost day cases, lost workdays; recordable cases TRC incident rate; and severity incident rate. The same information shall be presented for any proposed major subcontractors or partners. Safety performance information shall be provided for all individual projects profiled in the corporate experience section as well as the corporation averages for the last five years. Evidence to substantiate safety performance, such as copies of the OSHA 200/300 logs and supplemental corporate reports, should also be included.

3.4.2 Subfactor 4.2 - Corporate Safety Plan

The offeror shall submit their corporate safety plan and procedures with their proposal. It should include required staff training and items that are required for inclusion in the project safety plan. The corporate plan should show: who is responsible for reviewing project plans and insuring they meet project/corporate requirements; where the corporate safety officer fits in the organization; and indicate their professional credentials.

3.4.3 Subfactor 4.3 - Project Safety Plan

The offeror shall submit their proposed project safety plan for evaluation. It should address the major components required by the statement of work and include roles and responsibilities; training requirements; procedures; and sample forms.

3.5 Factor 5 - Past Performance

For each detailed project description provided pursuant to paragraph entitled “Corporate Experience,” the Offeror and each proposed major subcontractor, if applicable, shall request that its former customers complete the Past Performance Questionnaire furnished with this solicitation. The form should be returned directly to the US Army Corps of Engineers, Contracting Division, ATTN CENAB-CT-A (T. Quick) no later than the due date for the submission of this solicitation. While it is recognized that most single projects may not have covered all of the elements, skills and tasks required in this procurement, the Offeror’s proposal may include a group of projects that substantially demonstrate accomplishment of similar work elements, skills and tasks. The questionnaire responses will be reviewed with the offeror being evaluated on the sub-factors below.

It is the Offeror’s responsibility to ensure that Past Performance Questionnaires are completed and timely submitted by customer references, and that correct names, addresses and phone numbers are provided in the proposals for each reference. An Offeror will not be penalized in the evaluation with an unfavorable rating for the failure of its customer references to complete and submit the Past Performance Questionnaires. All questionnaires shall be submitted by the past customers directly to the Corps of Engineers. The Government may contact offeror customer references or use other references/information to verify past performance. Customer endorsements may be included with the proposal; however, the past performance questionnaires will carry more weight.

3.5.1 Subfactor 5.1 - Conforming to Contract Requirements

That the offeror has a history of delivering the product in a manner that meets the contract requirements and complied with all standards. Additionally, that no cure notices, show cause letters or other letters dealing with unsatisfactory performance had to be issued to the contractor.

3.5.2 Subfactor 5.2 - Quality of Work

That the offeror consistently maintained a quality control program and that all deliverables met the specified quality required by the contract.

3.5.3 Subfactor 5.3 - Cost Performance

That the offeror provided services at a reasonable price and managed the work to meet approved budgets. Additionally, that required contract price changes were fully investigated and presented to the customer in a forthright manner after all attempts to contain the cost were unsuccessful.

3.5.4 Subfactor 5.4 - Schedule Performance

That the offeror met the required schedule and if necessary took the required steps to get back on schedule without customer action.

3.5.5 Subfactor 5.5 - Customer Satisfaction

That the offeror dealt with the customer with integrity, reasonableness and in a cooperative spirit that demonstrated a concern for, not only delivering what was required but, insuring that customer satisfaction was achieved. That maintaining the relationship was important throughout the process.

4.0 SUBMISSION CRITERIA FOR VOLUME II - PRICE PROPOSAL

4.1 GENERAL

The Price Proposal shall be placed in a separate envelope.

4.2 PRICE

The offeror shall submit the Standard Form 33, entitled "Solicitation, Offer and Award" as well as the Section B - Bid Schedule and Attachment J.15 - Work Order Price List included in the solicitation. This information will be evaluated for cost reasonableness and cost realism as related to the Independent Government Estimate and price competition.

The Offeror must provide pricing for each trade, professional discipline and fee required in SECTION J, Attachment 15, Work Order Price List in order to be considered for award.

4.3 REPRESENTATION AND CERTIFICATIONS

The offeror shall submit one (1) completed original and one (1) copy of Section K, entitled "Representations and Certifications."

5.0 SUBMISSION CRITERIA FOR VOLUME III - SUBCONTRACTING PLAN

The Subcontracting Plan shall be placed in a separate envelope.

Large Business offerors shall submit a subcontracting plan in accordance with Solicitation Clauses 52.219-8 and 52.219-9. To be acceptable, plans must adequately address the six (6) required statutory elements and provide sufficient information to enable the Contracting Officer to answer affirmatively questions A through H of Appendix DD, AFARS 5119.705. Offerors may use the attached sample Subcontracting Plan Format, which is included in Section J of this solicitation as a guideline.

The Percentage goals for this solicitation apply only to the total dollar value of the work being subcontracted.

The current Baltimore District small business goals for this project are 45%. Of that 45% goal, at least 20% is to be placed with small disadvantaged businesses, including historically black colleges and universities or minority institutions, 10% with women owned small businesses, 3% is to be placed with HUB zone businesses, 3% is to be placed with veteran owned small businesses and 3% is to be placed with service disabled veteran small businesses.

6. EVALUATION CRITERIA FOR VOLUME I - TECHNICAL PROPOSALS

The technical proposal criterion described below indicates how the Government will evaluate each offeror's response to the requested information. All factors are listed in descending order of importance. The factor will be rated as a whole inclusive of the information contained in the subfactors. The subfactors will not be individually rated.

6.1 Factor 1 - Technical Approach

The TEC will evaluate the technical approach to determine if the proposed plan for scheduling and carrying out the work demonstrates an understanding of the range of work, complexities of the tasks required, the general processes the firm(s) will use to accomplish the tasks identified. That the approach complies with solicitation requirements, proposes staff and materials that are appropriate, and assures the efficient completion of the work at the highest quality level for all line items identified in the Schedule. Technical approaches that do not clearly identify which aspects of the work will be accomplished by the offeror, and which aspects a strategic partner or subcontractor, will accomplish, will receive lower ratings. Higher ratings will be given to offeror's who's proposal demonstrates experience in building commissioning, project startup/PM program implementation, maintaining complicated fire detection/suppression systems, and cleanroom areas.

6.1.1 Subfactor 1.1 - Facilities Management

The TEC will evaluate whether the offeror has demonstrated an understanding of the

requirement and addressed how they will implement facilities management at the NAVCC to include: managing a 24/7 facility maintenance operations; the Facility Center (Version 8.3) computer assisted facilities management (CAFM) work order system; inventory management; document control; computer aided design (CAD) asbuilt work; subcontractor management; emergency operations; customer relations; quality control; metrics and measurements; and a continuous improvement process.

6.1.2 Subfactor 1.2 - Operations and Maintenance

The TEC will evaluate whether the offeror has demonstrated an understanding of the requirement and addressed how they will implement operations and maintenance at the NAVCC to include: building and site systems commissioning; preventative, predictive and corrective maintenance planning, scheduling and execution; building systems operations, monitoring and controlling; testing requirements; indoor air quality; the waterworks; and regulatory reporting.

6.1.3 Subfactor 1.3 - Landscaping, Grounds and Plant Maintenance

The TEC will evaluate whether the offeror has demonstrated an understanding of the requirement and addressed how they will implement landscaping, grounds and plant maintenance at the NAVCC to include: lawn mowing; turf, plant, shrub and tree maintenance/replacement; bed and decorative landscaping structures maintenance; and debris clearing.

6.1.4 Subfactor 1.4 - Snow Removal

The TEC will evaluate whether the offeror has demonstrated an understanding of the requirement and addressed how they will implement snow removal at the NAVCC to include: snow and ice removal for roads, parking areas, sidewalks and landings; surface treatments; and snow stockpiling.

6.1.5 Subfactor 1.5 - Design-Build Projects

The TEC will evaluate whether the offeror has demonstrated an understanding of the requirement and addressed how they will implement design-build project work (additions, alterations or systems modifications) at the NAVCC to include: scoping; planning; estimating; design; scheduling; construction; and construction management services.

6.2 Factor 2 - Corporate Experience

The TEC will evaluate the proposals to determine whether, and the extent to which, the offeror and its proposed partner or major subcontractor(s), if applicable, has demonstrated that they have experience with projects similar to this requirement and have maintained successful long term relationships with customers, suppliers, subcontractors and partners. The degree of comparability of the offerors' projects to the project covered by this solicitation will be determined based on their relative size, scope and complexity. For firms with extensive experience, project profiles

should be limited to no more than six (6) detailed profiles that best demonstrate the firm's ability to accomplish this work. Higher ratings will be given to offeror's whose proposal demonstrates experience in maintaining BOMA Class A buildings and 24/7 production facilities.

6.2.1 Subfactor 2.1 - Similar Project Experience

The TEC will evaluate whether the offeror profiled projects that demonstrate it has experience with similar projects to include: current, or recently completed, contract(s) within the past ten (10) years; and successfully managed contracts for at least three (3) comparable projects performed within the past five (5) years. Higher ratings will be given to offeror's who demonstrate extensive experience over a period in excess of ten (10) years along with current experience.

6.2.2 Subfactor 2.2 - Long Term Relationships

The TEC will evaluate whether the offeror has profiled projects that demonstrate it has been successful in establishing and maintaining long term relationships to include: customers, suppliers, subcontractors and partners. Higher ratings will be given to offeror's whose proposal demonstrates a history of building long-term relationships and whose project team members have worked together in the past.

6.2.3 Subfactor 2.3 - Support Infrastructure

The TEC will evaluate whether the offeror has demonstrated that it has experience providing the necessary infrastructure at the corporate level to insure successful project startup and operations to include: Corporate sponsorship for executive oversight; program management; human resources; accounting/budget; project management; planning, design support, facilities engineering; operations and management, environmental management; information technology, safety; and supplier/subcontractor management. Higher ratings will be given to offeror's whose proposal demonstrates a well-organized support infrastructure at the corporate level with defined processes and procedures to insure project success.

6.2.4 Subfactor 2.4 - Project Schedule and Budget

The TEC will evaluate whether the offeror has profiled projects that demonstrate it has experience completing similar projects on schedule and within budget. Higher ratings will be given to offeror's whose proposal demonstrates a history of project completion that is on schedule and under budget; have a formal process for controlling schedule and budget; and who detail reasons for variance in this area with actions taken to bring problems under control.

6.3 Factor 3 - Organization & Key Personnel

The TEC will evaluate the offeror's proposal to determine whether it creates confidence that the offeror has effectively organized its resources to ensure the successful and timely completion of the effort. Sufficient information must be provided to determine that the offeror has a project

performance monitoring and managerial accountability system in place. This information should be concisely presented in a management/staffing plan which will include: project organization and management procedures; staffing plan; identification of key personnel to be used on this project with their resumes'; and a subcontracting management plan. Higher ratings will be given to offeror's who's proposal completely identifies how they plan to accomplished the major items of work identified in the statement of work.

6.3.1 Subfactor 3.1 - Project Organization and Management

The TEC will evaluate whether the offeror has organized the project team to insure the project will be successful. The proposal should outline the offeror's strategy for accomplishing the work to include team structure and procedures to monitor project performance and anticipate problem areas before they occur.

6.3.2 Subfactor 3.2 - Staffing Plan

The TEC will evaluate whether the offeror has a staffing plan that adequately addresses all the project deliverables within the time frames specified in the statement of work. The staffing plan will be evaluated on the proposed: project skills; number of personnel proposed; names of key individuals; and references to subcontractors where applicable.

6.3.3 Subfactor 3.3 - Key Personnel Resumes

The TEC will evaluate whether the offeror has proposed key personnel that are well qualified in their areas of expertise and who meet all qualifications outlined in the scope of work. The Government will evaluate the qualifications, training and experience of the team members and lead professionals to determine whether the offeror has furnished convincing evidence that these individuals are well qualified to successfully complete their assigned responsibilities. Especially critical are the proposed Program Manager, the Chief Engineer and CAFM Technician.

6.3.4 Subfactor 3.4 - Subcontracting Management Plan

The TEC will evaluate whether the offeror has proposed a subcontracting management plan that demonstrates his subcontractors have the necessary qualifications and experience to successfully complete the part of the scope of work for which they have been proposed. Higher ratings will be given to offeror's who's proposal includes detailed information on their corporate experience; procedures for monitoring and controlling the work; appropriate assignments of responsibility and delegations of authority; and effective subcontract management procedures and performance assurances.

6.4 Factor 4 - Safety Performance

The TEC will evaluate the offeror's proposal in regards to safety performance to determine whether it creates confidence that the offeror has effectively organized its resources to ensure that the work is performed in a safe manner that complies with all laws, codes and regulations.

6.4.1 Subfactor 4.1 - Corporate Safety Record

The TEC will evaluate whether the offeror's occupational injury/occupational illness safety performance information to determine completeness and whether it demonstrates the offeror has a strong commitment work place safety. A higher rating will be given to firms who have an exemplary safety program as evidenced by incident rates below industry average for the type of work being done.

6.4.2 Subfactor 4.2 - Corporate Safety Plan

The TEC will evaluate the offeror's corporate safety plan. Proposals that demonstrate an on-going company wide safety program with a culture of safety championed by a designated corporate safety professional to manage the program will be rated higher.

6.4.3 Subfactor 4.3 - Project Safety Plan

The TEC will evaluate the offeror's project safety plan. Higher ratings will be given to offeror's whose proposal addresses all areas of required safety actions in detail to include: roles and responsibilities; training requirements; procedures; and sample forms.

6.5 Factor 5 - Past Performance

The TEC will evaluate the Past Performance Questionnaires received from customer references to determine whether, and the extent to which, the offeror and its proposed major subcontractor(s), if applicable, have demonstrated a satisfactory record of conforming to contract requirements and to quality workmanship; a satisfactory record of forecasting and controlling costs; a satisfactory record of completing contracts within budget; a satisfactory record of adhering to contract schedules, including the administrative aspects of performance; a satisfactory history of reasonable and cooperative behavior and commitment to customer satisfaction; and, generally, evidence of a business-like concern for the interest of the customer. The Government's conclusions about the overall quality of the offeror's past performance will be highly influential in determining the relative merits of the offeror's proposal and in selecting the offerors considered most advantageous to the Government. Past performance findings will also be used to assess overall risk to the Government of unsatisfactory offeror performance.

6.5.1 Subfactor 5.1 - Conforming to Contract Requirements

The TEC will evaluate whether the offeror understood, and delivered the product in a manner that met, the contract requirements and complied with all standards. Additionally, that no cure notices, show cause letters, or other letters dealing with unsatisfactory service or project performance had to be issued to the contractor. Higher ratings will be given to offeror's whose references document contract compliance and an absence of unsatisfactory performance letters.

6.5.2 Subfactor 5.2 - Quality of Work

The TEC will evaluate whether the offeror maintained a quality control program and that

all deliverables met the specified quality required in the contract. Higher ratings will be given to offeror's whose references document a successful quality control program.

6.5.3 Subfactor 5.3 - Cost Performance

The TEC will evaluate whether the offeror provided services at a reasonable price and managed the work to meet approved budgets. Additionally, that required contract price changes were fully investigated and presented to the Government in a forthright manner after all attempts to contain the cost were unsuccessful. Higher ratings will be given to offeror's whose references document satisfactory cost performance.

6.5.4 Subfactor 5.4 - Schedule Performance

The TEC will evaluate whether the offeror met the required schedule and if necessary took the required steps to get back on schedule without customer action. Higher ratings will be given to offeror's whose references document satisfactory schedule performance.

6.5.5 Subfactor 5.5 - Customer Satisfaction

The TEC will evaluate whether the offeror dealt with the customer with integrity, reasonableness and in a cooperative spirit with a concern for not only delivering what was required but insuring that customer satisfaction was achieved. That maintaining the relationship was important throughout the process. Higher ratings will be given to offeror's whose references document customer satisfaction with overall service level or project performance.

PAST PERFORMANCE QUESTIONNAIRE

The contractor listed below is being considered for a contract award by the U.S. Army Corps of Engineers, Baltimore District. Your name has been provided as a customer reference regarding past performance under a contract completed with your agency/company. Your comments are considered Source Selection Sensitive, therefore, you are advised that your response will be safeguarded to the extent cited in the Federal Acquisition Regulation (FAR) 42.1503. The FAR prohibits release of past performance evaluations to other than Government personnel and the contractor whose performance is being evaluated during the period the information may be used to provide source selection information.

In order to maintain the integrity of the source selection process, respectfully request that you do not divulge the name of the contractor nor discuss your comments on this questionnaire with any other individual.

Your feedback is greatly appreciated. Please fax this completed form to:

USAED-Baltimore, ATTN: Contract Specialist, Terri Quick at (410)962-2878 or (410)962-2001

Past Project Information:

1. Contractor (Prime): _____
2. Project Title (Insert whatever the project was): _____
3. Name (Agency/Company POC): _____
4. Phone No. _____ Fax No. _____
5. Address: _____

6. Position held or function in relation to project: _____

Ratings

Please evaluate the contractor's performance using the following ratings:

"O" Outstanding – the contractor's performance clearly exceeded the contract requirements.

"S" Satisfactory – the contractor's performance met the contract requirements.

"M" Marginal – the contractor's performance met the minimum contract requirements but with difficulty.

"U" Unsatisfactory – the contractor's performance was poor and/or did not satisfy the contract's

minimum requirements.

Please rate and provide supporting information for the questions below. If the rating is outstanding or unsatisfactory, please provide specific contract/job performance areas which were exceeded or not performed in accordance with the contract's minimum requirements. Feel free to use additional sheets as needed.

1. Performance in meeting delivery/completion schedules.

Rating:

2. What did the contractor do to improve or resolve schedule problems, if any?

Rating:

3. The contractor's quality control (CQC).

Rating:

4. The contractor's performance in delivering quality work in accordance with the contract

Rating:

5. The contractor's ability to provide the required work at a reasonable total price.

Rating:

6. The contractor's compliance with labor standards, if applicable.

Rating:

7. The contractor's compliance with safety standards.

Rating:

8. Has the contractor been given any of the following: Cure notice, show cause, letters of reprimand, suspension of payments, termination? If yes, please explain.

Rating:

9. The relationship between the contractor and the owner's contract team/Contracting Officer/COR?

Rating:

10. Was the customer satisfied with the end product?

Rating:

Rating: _____

11. The contractor's on-site management and coordination of subcontractors.

Rating: _____

12. The contractor's ability to control costs and manage changes.

Rating: _____

13. The contractor's overall corporate management, integrity, reasonableness and cooperative conduct.

Rating: _____

14. Has the contractor filed any claims? _____ If so, how many? _____ and to what extent? _____

Are any claims outstanding/why? _____

Rating: _____

15. Has the contractor been provided an opportunity to discuss any negative performance ratings? _____ If so, what were the results? _____

16. Would you award another contract to this contractor? _____ If no, please state the reasons for not recommending this contractor for additional work.

Rating: _____

17. OVERALL RATING

Rating: _____

18. Please use this space for any additional comments you would like to make:

NAME/TITLE: _____

AGENCY/COMPANY: _____
PHONE NUMBER: _____ DATE: _____